

# **EXHIBIT A**

From: Larry Wright <larrymwright54@yahoo.com>  
Sent: Thursday, August 3, 2017 2:07 PM  
To: Daniel Moore; Hagan Cohle-son N Law  
Subject: Pre Express pipeline and Row closing requirements

Daniel and Hagan- Daniel, I will need a letter from you and Hagan authorizing me to sign all closing documents(For Blackduck) on the purchase of Express Pipeline.

Daniel-At the time of closing, krisjenn Ranch LLC, will be owed \$5,000,000 plus interest before any profits will be distributed. I will need a letter from you understanding and agreeing to this to put into the Corporate Minutes of Blackduck Resources.

Also, because you are good at this and understand our Journey, Please put a 3rd letter together for the Corporate minutes of Blackduck Resources. Please spell out our deal as you understand it -that involves Foryx:

Something like this:

1. Krisjenn Ranch 50%
2. Daniel Moores entity 35%
3. Darren Borders 15%

I would also agree to the above terms to any other deal that you bring to the table. FYI -Your entity that owns 50% of Blackduck is now listed as Inactive in Texas. You should file the appropriate reports to get it activated or we can put a new entity there or just you personally. We need to be up to date before I close.

If Foryx(Joes Deal) fails to close(The deal I want to close) 😢😢. Then, What would be the fair ownership of Krisjenn Ranch in this project with Blackduck to move forward with other buyers?

Guys-I'm just trying to get ahead of the curve ball before the closing on August 14.

Ty,  
Larry

## **EXHIBIT B**

---

**From:** [Daniel Moore](#) on behalf of [Daniel Moore <palmettolandandfarms@hotmail.com>](mailto:Daniel.Moore@palmettolandandfarms@hotmail.com)  
**To:** [Larry Wright](#)  
**Subject:** Re: Agreement  
**Date:** Wednesday, February 7, 2018 1:14:27 PM

---

Larry,

Based on a sales price of \$9,500,000.00 and,

Assuming you had \$6,000,000.00 in it ( for easy math ) then the net profits would be \$3,500,000.00. It is extremely obvious to me that you would owe Darin and I each 20% of the Net Profits ( as per the terms in our agreements ) which under this example would be \$700,000.00 each. And once that closed the ROW would no longer belong to Black Duck Properties and therefore you nor Black Duck Properties would have any further participation or obligations regarding the pipeline from that point on..... and could absolutely close Black Duck down at your sole discretion from any and all aspects that involve the ROW.

Regards,  
Daniel

---

**From:** Larry Wright <larrymwright54@yahoo.com>  
**Sent:** Wednesday, February 7, 2018 1:36 PM  
**To:** Daniel Moore  
**Subject:** Re: Agreement

Daniel-That all makes sense. If we accepted say 9,500,000 all cash with no royalty and all walked away-What would I owe you and Darin and would I be able to shut down BlackDuck at that point? I can get that document printed in one hour and signed and emailed to you. I can do two originals?

TY,  
Larry

On Feb 7, 2018, at 11:34 AM, Daniel Moore <[palmettolandandfarms@hotmail.com](mailto:palmettolandandfarms@hotmail.com)> wrote:

Larry,

To answer your question why I wanted the exact document as Darin:

- 1) It is a document that has been reviewed and accepted by you in the past and

fully relates to the exact same project.

2) You took the position that you felt Darin and I are both the same and each have 20%. Hence, same document..

3) I am no longer part of Black Duck Properties and therefore ( obviously ) need to separate the items we have agreed to separate into one of my entities.

4) Our email agreement clearly explains and defines exactly how we agreed to proceed in separating/transferring each task.

5) How we are to proceed on : The Harris SWD, The ROW, and Madisonville is all clearly explained along with voiding my participation with Black Duck. We agreed to specific terms that defined the structure required by each of us moving forward. As it stood before our agreement was binding on how things would be done, You said I own 20% I say I own 40%, your email about taxes say I own 35% on the ROW, Black Duck says I own 50%.. all that is null and void , but exactly because of those types of confusion ... we agreed to specific terms and the exact conditions of each term that was and is to take place on or before Feb 23rd.

There is nothing to ask or explain about anything other than you and I agreed to the terms and how to move forward on the items that need to follow. Honestly, I would not have agreed on anything without a mutual agreement regarding exactly how we agreed to handle each item specifically... because with all do respect, YOU ALWAYS SEEM TO TRY AND RENEGOTIATE AND CHANGE THE PROCESS! Seems to be what your already doing here.. unbelievable!!!

Our deal is done and our future is defined. I do not wish to contact your attorney because it is apparent that he is advising you on other topics that involve you and I beyond the topic of assisting us in the proper null and voiding me as a member of Black Duck.

To me this is all real simple and we need to do what we said we would do. You have confirmed every detail was good with you multiple times in the "Agreement" I sent you on the ROW, and have gave times that you would sign that have not happened... not a big deal... yet, but It can not possibly get any simpler than what we have while adhering to all obligations in our email agreement. If you are not ready to do what you said, please let me know. If you want me to retain an attorney and have him do every step ( that is black and white ) through your attorney , that will be fine. But we have a deadline, and if you are attempting to not participate in "Good Faith" then we need to handle this because "TIME IS OF THE ESSENCE"

I look forward to working together as reasonably needed to sell the ROW, but I cannot and will not work on that until our obligations are complete regarding the ROW. Until then I am not going to discuss anymore Hypothetical terms beyond

what we have fully agreed to and is binding. As you know, I have several meetings that need to take place about the ROW. That is why I REALLY want this part done 1st. And for the record, BG Clarke just called me ( I did not answer ) while I am typing this email that according to you was all agreed and supposed to had been signed last night when you got home. I like what I have working on the ROW... you said you like it to... but here we are getting in our own way yet again... and not working on anything else. CRAZY if you ask me!

Please advise if you would like to have your attorney be the point of contact from here out. The fact that you say you just simply like the email agreement ( that requires us to execute the form I sent ) it absolutely disturbing, and would NOT be in compliance with our agreement.

Kindest Regards,  
Daniel Moore

---

**From:** Larry Wright <[larrymwright54@yahoo.com](mailto:larrymwright54@yahoo.com)>  
**Sent:** Wednesday, February 7, 2018 11:07 AM  
**To:** Daniel Moore; David Strolle  
**Subject:** Re: Agreement

Daniel-Yes please call David Strolle at the law firm-210-348-6600 ext. 203      David can probably generate the form to handle this.    He already has a copy of our agreement. My question and David's is why do you want the exact same language as in Darin's Borders agreement for assignment and assumption of Specific Contract dated in June of 2016? It seems to me that our agreed email of Feb 3... already accomplish's everything we are trying to do. What I want to do is just get this deal closed and you and Darin each get 20% profits of every thing over \$6,125,000. If the intent of the new agreement of feb 7th means that, then I'm fine with it. I don't want any new requirements placed on me or BlackDuck plus what happens if we can not get the deal closed or we lose money on a deal?

Larry

On Wednesday, February 7, 2018 6:58 AM, Daniel Moore <[palmettolandandfarms@hotmail.com](mailto:palmettolandandfarms@hotmail.com)> wrote:

Larry,

I changed the date ( once again ) to todays date.

You seem very busy, Do you want me to call "Grandstaff, Gaedke & Edgmon, P.C." law firm ( the firm that wrote up the formation of Black Duck) ?? I would be glad to call them and have them prepare the documents needed to file regarding my separation from all duties in Black Duck. I cant imagine it will take much at all, but because they handled that, I feel they need to handle this part to align with the Certificate of Formation they created.

Please Advise.

Thanks,  
Daniel

---

**From:** Daniel Moore <[palmettolandandfarms@hotmail.com](mailto:palmettolandandfarms@hotmail.com)>  
**Sent:** Tuesday, February 6, 2018 11:23 AM  
**To:** [larrymwright54@yahoo.com](mailto:larrymwright54@yahoo.com)  
**Subject:** Re: Agreement

Larry,

I changed the date to todays date, numbered the pages, and added to initial page 1 and sign page 2.

Thanks Again,  
Daniel

---

**From:** Daniel Moore <[palmettolandandfarms@hotmail.com](mailto:palmettolandandfarms@hotmail.com)>  
**Sent:** Monday, February 5, 2018 3:01 PM  
**To:** [larrymwright54@yahoo.com](mailto:larrymwright54@yahoo.com)  
**Subject:** Agreement

See if the (D) I added makes any sense to you.

Thanks